



WASHOE COUNTY

Integrity Communication Service

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STAFF REPORT

BOARD MEETING DATE: April 25, 2017

CM/ACM	<u>LS</u>
Finance	<u>KE</u>
DA	<u>SH</u>
Risk Mgt	<u>DE</u>
HR	<u>N/A</u>
Comptroller	<u>CH</u>

DATE: March 31, 2017

TO: Board of County Commissioners

FROM: Megan Sizelove, P.E., Project Manager, Engineering and Capital Projects
Community Services Department, 328-2316, msizelove@washoecounty.us

THROUGH: Dwayne Smith, P.E., Division Director, Engineering and Capital Projects
Community Services Department, 328-2043, desmith@washoecounty.us

SUBJECT: Recommendation to approve an Agreement for Professional Consulting Services between Washoe County and Arrington Watkins Architects, LLC to develop a comprehensive master plan for the Washoe County Sheriff's Facility located at 911 Parr Boulevard, Reno, Nevada [\$230,370.00]; and direct the Comptroller's Office to make the necessary budget adjustments. (Commission District 3.)

SUMMARY

The Community Services Department (CSD) is requesting approval of a professional services agreement with Arrington Watkins Architects, LLC to provide architecture and engineering services to develop a comprehensive master plan for the Washoe County Sheriff's Office, 911 Parr Boulevard facility.

The Agreement is inclusive of all anticipated professional services from the various specialties consultants necessary to develop this comprehensive master plan. It is the intent to utilize local specialty firms for services such as structural, electrical and mechanical engineering. The master plan includes the development of a strategic plan that addresses long term needs (over a 20 year horizon) for the existing facility by evaluating anticipated changing needs as unincorporated Washoe County grows, service areas change and operation needs and requirements are updated.

The outcome of the work will be a 20-year master plan document that creates the framework to plan and develop the 911 Parr Boulevard infrastructure investment requirements. In addition, the master plan creates the framework for a 20-year Capital Improvement Plan (CIP) by providing vetted and prioritized CIP recommendations. This will assist the County in completion of future infrastructure improvements in the most cost-effective and timely manner by assessing the projected needs and operational practices of the 911 Parr Boulevard facility.

Washoe County Strategic Objective supported by this item: Safe, Secure and Healthy Communities.

AGENDA ITEM # 11

PREVIOUS ACTION

In 2001, Washoe County performed a complete Facilities Master Plan which included the facilities located at 911 Parr Boulevard, with the exception of the Detention Center. The report provided a long-range strategy for the development and use of County facilities. The strategy considered the changing needs of the County government operations and the logical and cost-effective use of existing facilities to meet those needs. In 2008, the County commissioned a firm to prepare a Space Study Utilization report which studied the future development of the Washoe County Jail facilities at 911 Parr Blvd. Facilities included the three story Sheriff's Administration Building and the Jail.

BACKGROUND

The Sheriff's Office primary operations are located at 911 Parr Boulevard, Reno, Nevada. The Sheriff's Office provides the full range of the law enforcement functions normally associated with County government jurisdictions. This complex includes major portions of Administration, Forensic Investigation Division, Operation Bureau and Detention Bureau. In addition to these functions, the facility also houses executive offices and associated public and support spaces.

The Community Services Department is collaborating with the Sheriff's Office on this effort, as historically, there have been improvement projects to this facility, without consideration of overall efficiencies of operational practices or facilities infrastructure.

FISCAL IMPACT

Funding for the comprehensive master plan for the Washoe County Sheriff's Facility has been identified in the Capital Improvement Fund (402). Expenditures will be made from Project PW920489, which was originally requested for a conceptual design for the Detention Center Infirmary and currently has budget authority of \$149,757. The balance of funding needed to award this bid is available in Fund 402 in the Public Safety Undesignated cost center C920499. The following budget adjustment is required to move funds from the undesignated account to the project:

Decrease C920499-710585	Public Safety Undesignated Budget	(\$80,613)
Increase PW920489-710100	Detention Infirmary Concept Design	\$80,613

RECOMMENDATION

It is recommended that the Board of County Commissioners approve an Agreement for Professional Consulting Services between Washoe County and Arrington Watkins Architects, LLC to develop a comprehensive master plan for the Washoe County Sheriff's Facility located at 911 Parr Boulevard, Reno, Nevada [\$230,370.00]; and direct the Comptroller's Office to make the necessary budget adjustments.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be "Move to approve an Agreement for Professional Consulting Services between Washoe County and Arrington Watkins Architects, LLC to develop a comprehensive master plan for the Washoe County Sheriff's Facility located at 911 Parr Boulevard, Reno, Nevada [\$230,370.00]; and direct the Comptroller's Office to make the necessary budget adjustments."

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is entered into between Washoe County, a political subdivision of the State of Nevada ("County") and Arrington Watkins Architects, LLC ("Consultant"), collectively (the "Parties").

WITNESSETH:

WHEREAS, County desires to engage Consultant to render certain consulting services in Support of the "Washoe County Sheriffs Facility Master Plan" (the "Project"); and

WHEREAS, County requires certain professional services in connection with the Project, as described in **Exhibit "A", Scope of Work** (the "Services"); and

WHEREAS, Consultant represents that it is duly qualified, ready, willing and able to provide the Services by virtue of its education, training and experience; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be May 1, 2017.

CONSULTANT shall begin performance of services as provided herein upon notice to proceed and shall complete all Services identified in Exhibit A, Scope of Work in accordance with the Standard of Care as set forth in Article 5 herein no later than December 31, 2017, unless this Agreement is terminated sooner in accordance with its terms.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONSULTANT

Consultant agrees to perform and complete all Services identified in Exhibit A, Scope of Work under this Agreement, and any amendment thereto in accordance with the Standard of Care as set forth in Article 5 herein. Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, information, specifications and other items and services furnished under this Agreement and any amendments hereto. County reserves the right to inspect, comment on, and request revision of, all Services identified in Exhibit A and any amendments thereto performed by Consultant prior to acceptance, and Consultant warrants that such Services shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Agreement and any amendments hereto.

Failure to provide major deliverables, including, but not limited to, Services identified in Exhibit A, Scope of Work, shall constitute a material breach of this Agreement, unless waived in writing by the County.

ARTICLE 3 - COMPENSATION

3.1 Compensation for Services

For Services defined in Section 1 above, Consultant's compensation shall be determined on a time and material basis, in accordance with the **Fee Schedule described in Exhibit "B"**, which is attached hereto and incorporated by reference as part of the Agreement, and shall not exceed the sum of \$230,370.00. Consultant shall satisfy its obligations hereunder without additional cost or

expense to County during the term of this Agreement other than the heretofore stated compensation and the fee schedule described in Exhibit B. The Fee Schedule may be renegotiated at the end of one (1) year upon request by either the County or the Consultant. Renegotiated fees are subject to approval by County's Board of County Commissioners. The actual costs charged for the work by Consultant in accordance with this provision shall be full compensation to Consultant for all Services and duties required by the Scope of Work, including, but not limited to: costs of supplies, facilities and equipment; costs of labor and services of employees, consultants and sub-consultants engaged by Consultant; travel expenses, telephone charges, typing, duplicating, costs of insurance, and all items of general overhead. Consultant shall submit billings on a monthly basis.

3.2 Compensation for Additional Services

If County requests Consultant to perform additional services, other than those required to be performed under Services identified in Exhibit A, Scope of Work, the cost of such additional services shall be determined prior to commencing additional work. All additional services and amount of payment must be authorized in writing by County prior to commencing any work for such services.

3.3 Methods and Times of Payment

Consultant shall submit to County monthly progress invoices indicating the number of hours each employee provided services and other allowed direct expenses. Payment to Consultant for work on the Project shall be made within forty-five (45) days after receipt and approval of Consultant's invoice, said approval not to be unreasonably withheld. Payment by County of invoices or requests for payment shall not constitute acceptance by County of work performed on the Project by Consultant. No penalty shall be imposed upon the County for payment(s) received by Consultant after forty-five days.

3.4 Dispute of Work

County shall notify Consultant in writing within thirty (30) days of receipt of the work, or portion of work, which is not approved. For work, or portions of the work, which are unapproved, the County and Consultant shall develop a mutually acceptable method to resolve the dispute within thirty (30) days of receipt by the Consultant of notice from the County. If the County and Consultant cannot reasonably agree to remedy the dispute of unapproved work within the thirty-day period, the work shall be terminated or suspended per Article 12.

ARTICLE 4 - TIME SCHEDULE FOR COMPLETION

The Services identified in Exhibit A, Scope of Work on the Project shall be diligently performed and be completed no later than December 31, 2017. Consultant shall be granted time extensions for items within the phases of the Project in writing by County if the time schedules cannot be met because of delays beyond Consultant's reasonable control, including, but not limited to, County's failure to furnish information, or to approve or disapprove Consultant's work promptly. Consultant will provide to County a monthly report including a schedule identifying progress or work completed, problems or difficulties being encountered, work to be initiated during the following month and other useful information. This report will be submitted on the first day of each month and will be in a format suitable for submittal to other interested agencies. Consultant's failure to submit promptly the monthly progress report may cause delay in payment from the County.

ARTICLE 5 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided under similar circumstances and Consultant shall, at no cost to County, re-perform services which fail to satisfy the foregoing standard of care provided that Consultant is notified in writing by County of the deficiency within six (6) months of performance of the deficient Services. Such re-performed Services may include, but not be limited to, correcting errors and omissions, or any other deficiencies in designs, drawings, specifications and reports. County reserves the right to inspect, comment on, and request revision of, all Services performed by Consultant prior to acceptance, and Consultant warrants that Services shall be fit and sufficient for the purposes expressed in and intended by this Agreement and any amendments thereto. Failure to provide Services or re-performed Services in accordance with the foregoing standard of care shall constitute a material breach of this Agreement unless waived by the County. Review and approvals by County do not relieve Consultant of its responsibilities under this Article. Except as is otherwise provided for in this Article, the re-performance of Services is the Consultant's entire responsibility and the County's exclusive remedy for Services rendered or to be rendered hereunder, and no additional warranties, guarantees or obligations are to be implied.

ARTICLE 6 - LIMITATIONS OF RESPONSIBILITY

Consultant shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project. In addition, Consultant shall not be responsible for the failure of any other consultant, subcontractor, vendor, or other project participant to fulfill contractual or other responsibilities to County or to comply with federal, state, or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards. Consultant shall notify County of any apparent unsafe conditions, methods or procedures that the Consultant may observe at the project site.

ARTICLE 7 - OPINIONS OF COST AND SCHEDULE

Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, including over any other consultants', subcontractors', or vendors' methods of determining prices, or over competitive bidding or market conditions, Consultant's cost estimates shall be made on the basis of qualification and experience.

Since Consultant has no control over the resources provided by others to meet contract schedules, Consultant's forecast schedules for completion of Services shall be established based on generally acceptable schedules for and performance standards of similarly situated professionals qualified and experienced to perform the Services. Consultant cannot and does not guarantee that proposals, bids or actual project costs will not vary from its cost estimates or that actual schedules will not vary from its forecast schedules.

ARTICLE 8 - INDEPENDENT CONTRACTOR

Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. County shall have no right to supervise the methods used by Consultant. County shall have the right to observe such performance. Consultant shall work closely with County in performing Services under this Agreement.

ARTICLE 9 - PERMITS AND LICENSES

Consultant shall procure the permits, certificates, and licenses necessary to allow Consultant to perform the Services. Consultant shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Consultant in Exhibit A, Scope of Services.

ARTICLE 10 - COUNTY'S RESPONSIBILITY

County shall provide any information authorized by law in its possession that is requested by Consultant and is necessary to complete the Project. County shall assist Consultant in obtaining access to public and private lands so Consultant can perform the Services. County shall examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by Consultant and shall render decisions pertaining thereto within a reasonable time so as not to delay the work of Consultant.

ARTICLE 11 - REUSE OF DOCUMENTS

All documents, including computer files, drawings, specifications, and computer software, prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by County or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at County's sole risk and without liability or legal exposure to Consultant; and County shall indemnify and hold harmless Consultant against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from such reuse. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by County and Consultant.

Copies of all documents, including reports, computer files, drawings, specifications, and computer software, prepared by Consultant pursuant to this agreement will be provided to the County in electronic format accompanied by the appropriate documentation necessary to catalog them in the context of this project.

When transferring data in electronic media format, Consultant makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of the Project.

Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by County.

ARTICLE 12 - TERMINATION OR EXTENSION OF CONTRACT

Either Party may terminate this Agreement by written notice to the other Party if the other Party is in material breach or default of any provision of this Agreement and does not remedy such breach or default, or provide satisfactory evidence that such default will be

expeditiously remedied, within thirty (30) days after being given such notice. In the event of such termination, County shall pay Consultant for all Services satisfactorily performed to the date of termination.

County, in its sole discretion, shall have the right to terminate this Agreement or suspend performance thereof for County's convenience upon written notice to Consultant, and Consultant shall terminate or suspend performance of services within thirty (30) days on a schedule acceptable to County. In the event of termination or suspension for County's convenience, County shall pay Consultant for all Services performed in accordance with the terms of this Agreement.

In the event that the County's governing body fails to appropriate or budget funds for the purposes specified in this Agreement, or that the County's governing body has been required, in its sole judgment, to amend previous appropriations or budgeted amounts to eliminate or reduce funding for the purposes of this Agreement, this Agreement shall be terminated without penalty, charge, or sanction.

ARTICLE 13 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by County to be proprietary unless such information is available from public sources, was known to Consultant prior to the execution of this Agreement, was received by Consultant from a third-party source not under any obligation of confidentiality to the County, or is required by law or ordered to be disclosed in a regulatory or judicial proceeding. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of County or in response to legal process or as required by the regulations of public entities.

ARTICLE 14 - NOTICE

Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below:

To County:

David Solaro, Director
Washoe County Community Services
1001 East 9th Street
Reno, NV 89512

To Consultant:

Peter Sangiorgio, Principal Architect
Arrington Watkins Architects, LLC
5240 North 16th Street #101
Phoenix, Arizona 85016

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

ARTICLE 15 - UNCONTROLLABLE FORCES

Neither County nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid and is not reasonably foreseeable at the time of entering into this Agreement. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations

under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either County or Consultant under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint. Consultant shall be paid for services performed prior to the delay plus related costs incurred attributable to the delay.

Neither Party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable nor which the non-performing Party could have, with reasonable dispatch removed or remedied. The provisions of this Article shall not be interpreted or construed to require Consultant or County to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The non-performing Party shall upon being prevented or delayed from performance by an uncontrollable force, immediately give written notice to the other Party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 16 - GOVERNING LAW-VENUE

Nevada law governs this Agreement and all adversarial proceedings arising out of this Agreement or arising out of planning or constructing the Project outlined in Article 2 – Services to be Performed by Consultant. Venue for all adversarial proceedings arising out of this Agreement or arising out of planning or constructing the Project outlined in Article 2 – Services to be Performed by Consultant shall be in state district court in Washoe County, Nevada.

ARTICLE 17 - MISCELLANEOUS

17.1 Nonwaiver

A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

17.2 Severability

If any provision of this Agreement is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable or disregarding it. If an unenforceable provision is modified or disregarded in accordance with this Article 17, the rest of the Agreement is to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

17.3 Attorney Fees

The prevailing party in any dispute arising out this Agreement or Consultant's work described in Exhibit A – Scope of Work, is entitled to reasonable costs and attorneys' fees.

ARTICLE 18 - INTEGRATION AND MODIFICATION

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by each of the Parties. Unless

otherwise specified in writing, if there is any inconsistency between the terms of this Agreement and any other agreement between the Parties, the terms of this Agreement shall control.

ARTICLE 19 - SUCCESSORS AND ASSIGNS

County and Consultant each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

ARTICLE 20 - ASSIGNMENT

Neither County nor Consultant shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subcontractors, as he may deem appropriate to assist him in the performance of the Services hereunder.

ARTICLE 21 - THIRD PARTY RIGHTS

Nothing herein shall be construed to give any rights or benefits to anyone other than County and Consultant.

ARTICLE 22 – INDEMNIFICATION AND INSURANCE

Washoe County has established specific indemnification and insurance requirements for agreements/contracts with consultants, engineers, and architects to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that consultants accept and are able to pay for the loss or liability related to their activities. **Exhibit “C” Insurance Specifications** is included by reference. All conditions and requirements identified in this exhibit shall be completed prior to the commencement of any work under this Agreement.

ARTICLE 23 – LIMITED LIABILITY

County will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for the County’s breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

Consultant agrees to indemnify, hold harmless and defend County and the employees, officers and agents of County from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys’ fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of Consultant or the employees or agents of the Consultant (1) in the performance of the contract, or (2) which are, or are not, based upon or arising out of the professional services of Consultant, to the full extent allowed by law.

More specifically and without limitation to the foregoing, in recognition of the limitations provided in NRS 338.155, Consultant is not required to defend County and the employees, officers and agents of the County with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of Consultant or the employees or agents of Consultant which are based upon or arising out of the professional services of Consultant. However, if Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the County, as reimbursement for the attorney's fees and costs incurred by County in defending the action, by Consultant in an amount which is proportionate to the liability of Consultant.

ARTICLE 24 - ORGANIZATION'S CERTIFICATION

Consultant, its principals and agents, to the best of its knowledge and belief:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;
- b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in (ii) above;
- d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- e) Understand that a false statement on this certification may be grounds for rejection or termination of this Agreement. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

IN WITNESS WHEREOF, the parties have executed this Agreement.

WASHOE COUNTY:

CONSULTANT:

Dated this ___ day of _____, 2017

Dated this ___ day of _____, 2017

By _____
Bob Lucey, Chair
Washoe County Commission

By _____
Peter Sangiorgio, Principal Architect
Arrington Watkins Architects, LLC



Revised March 28, 2017

Ms. Megan Sizelove – P.E. – Project Manager – Capital Projects Division

WASHOE COUNTY COMMUNITY SERVICES DEPARTMENT

1001 East Ninth Street Building A 2nd Floor

Reno, Nevada 89512

(775)-328-2316

RE: Fee Proposal W Scope of Work Description for the Washoe County Sheriffs
Facility Master Plan - AW #M2017-005

Dear Ms. Sizelove:

Arrington Watkins Architects, LLC (AW) would like to thank you for the opportunity to submit our revised fee proposal for Architectural Design Services for the above referenced project. This proposal has been revised based on both our face-to—face of 3/8/17 and the teleconference with you 3/16/17. At your request we are providing you with a fee proposal for A & E Design services to develop a comprehensive master plan for the Washoe County Sheriff's department 911 Parr facility. We will develop a detailed schedule that will include all design team tasks with durations.

We have provided a detailed description of the scope of work, based on our initial scoping teleconference call with your team on Monday 2/13/17.

GENERAL

This master plan project for the Washoe County Sheriff complex located at 911 Parr Boulevard will serve to establish the spatial, capital, and operational basis for the facilities, programs, and/or services to meet the future strategic needs of Washoe County. The phased work plan and assigned staff have been chosen to provide Washoe County with evidence based support upon which priorities for implementation will be established and developed. Our approach builds off of and incorporates the work included as part of master plans for 2001 and 2008. The new master plan will formulate solutions that are informed by data, shaped by best practices, supported by consensus of key stakeholders and will be both strategic and sensitive to fiscal realities and choices. This documented rationale is the cornerstone of any defensible plan and capital funding request. This approach involves leading the client through a series of decisions, based on quantifiable data, regarding where and how resources should be invested.

The Washoe County team will be presented with a master plan document that includes cost comparison for increased capacity of the following components of the Sheriff's Facility at 911 Parr Boulevard:

- This complex includes major portions of Administration, Forensic Investigation Division, Operation Bureau and Detention Bureau. In addition to these functions the facility also

houses executive offices and associated public and support spaces. A brief overview of functions and operations are provided below.

- Administration: The Administration Division handles a variety of office-based functions, including: Civil Section, Records Section, Training and Computer Technology Support.
- Forensic Science Division: This Division is organized into several different sections including: Administration Section, Crime Lab Section, Forensic Investigation Section, Toxicology Section and Evidence Section.
- Operation Bureau: The Operations Bureau includes Reno and Incline Patrol and all units falling under this vision, such as extraditions, aviation operations, and search and rescue: Detectives: and the Consolidated Narcotics Unit.
- Detention Bureau: The Detention Bureau encompasses all operations involving booking, custody, alternatives to incarceration, inmate services and programs, inmate transportation, and court security including bed space inventory as appropriate and required
- Executive Offices: The executive offices accommodate the Sheriff, Undersheriff, two Assistant Sheriffs, and their support staff. Functions which report directly to the executives include: Intelligence, Office of Professional Integrity, Legal, Payroll, Finance, Personnel, Purchasing, Public Information and video production studio.

Although the RFP specifically referenced exclusions to facility assessment, we have discussed with your team, for the need to develop some level of investigation into both all central plant systems and the utility infrastructure. The information for the condition and availability of both the central plant systems and utilities will guide necessary decisions as to what level of capital and operational investment is appropriate to replace or upgrade existing facility infrastructure.

As discussed and agreed by your team, this effort will require the AW Team (including specialty consultants where needed such as Civil, Structural, MPE and potentially Security Electronics) to work closely with Washoe County staff to articulate a clear vision of the level of need for incarceration and Sheriff Facility planning matched with the County's funding requirements and financial priorities. As discussed and where possible our team intends to use local consultants. Resulting from this comprehensive analysis will be a strategic direction, complete with the capital and operational implications. This approach is interactive, on-site, and driven by periodic milestone reports that will support informed decision-making.

The Master Plan seeks to analyze and evaluate the needs for Population, Physical Plant, and Program – now and across a 20 year horizon. The approach to achieving this will involve a variety of professionals with experience in planning, design, operations, community corrections, and finance in very specific tasks that are defined in the next several pages. This depth and breadth of team also allows for simultaneous tracks of activities - for example with one group focused on the implications for physical plant re-alignment and another group engaging in programmatic review, coming together for significant interaction with the Washoe County team to synthesize

findings on facilities, capacity, utilization, programs and services, and intervention strategies to meet short- and long-term needs.

SCOPE OF SERVICES

We offer the following scope of work and services:

Our team has identified 5 key items related to the function and purpose of this master plan:

- A. Identification and location for expansion
- B. Proper growth location including by department
- C. Preservation of existing assets thru potential CIP project recommendations
- D. Benchmarking as it relates to appropriate SF for services
- E. Capacity as it relates to current housing and staffing

Prior to the initial Concept Design Workshop meeting and as discussed - Arrington Watkins will need to receive the following listing of materials to get us going quickly and to make our field assessment and site verification work as efficient as possible::

- Drawings – AutoCadd type files would be best but we can also work with PDF type files or in worst case – hard paper documents
- Facility Condition Assessment (FCA) reports – These reports will be very useful as a means to determine facility condition based on a Facility Condition Index (FCI)
- A listing of any currently planned and funded CIP projects so we can coordinate our planning efforts and potentially integrate planned work into our latest process
- Staffing reports
- Inmate population projection reports
- Jail/booking history reports including all documentation for daily number of arrests
- Types of crimes committed
- Length of stay documentation
- The above documentation should at least the interim from the last master plan of 2008 to current
- Organizational charts for all departments identifying all Washoe County team members

Our Master Plan scope of work will include the following 5 tasks:

TASK 1 - Concept Design Workshop

- One (1) face-to-face meeting – 2 people
- Establish core team of decision makers
- Determine all Washoe County stakeholders and various departments to be

- involved in this planning effort
- Develop an initial schedule of all tasks to be reviewed at the meeting
- Confirm goals
- Set direction for investigation
- Plan meetings with all Divisions – Based on the org chart provided by your team we estimate 13 separate groups
- The Washoe County Sheriff and the Community Services Department will identify the representatives for the Washoe County team
- Plan final deliverables
- Develop a summary document that includes meeting minutes thru the use of our Vision database

TASK 2 - Facility Data Gathering

- Three (3) face-to-face meetings/site visits – Multiple staff
- Develop a questionnaire to be used a tool to gather information about each department
- Manage and plan user meetings – Estimated at 13 groups
- Physical site observations of staff at work during our site tours
- Ask a lot of questions
- Assemble record documents
- Acquire and collect data
- Develop a summary document that indicates our progress thru this design phase

TASK 3 - Analysis and Programming

- Sort and review the data collected
- Format the data into initial tables/spreadsheets
- Confirm what we heard
- Develop projected growth tables
- Identify opportunities / issues
- Look at the impact that both current and pending regulations may have on sentencing and operations
- Begin cost analysis
- Three (3) face-to-face meetings as well as several additional Go-To-type meetings
- Develop a summary document that indicates our progress thru this design phase

TASK 4 – Facility Planning

- Conceptual design alternatives
- Best function and flow
- Staff efficient layouts
- Create diagrams and renderings
- Prioritize needs
- Cost analysis and estimating
- Two (2) face-to-face meetings – With one interim progress presentation
- Several Go-To-Meetings
- Develop a summary document that indicates our progress thru this design phase

TASK 5 – Final Deliverables and Report

- a. **Assessment** – Comprehensive assessment thru the review of documents provided by Washoe County of the utilization efficiency of all Washoe County housing units and core facilities. **Drawings A** - Develop scalable CADD File Aerial plans of all Washoe County 911 Parr Boulevard facility buildings - These will be included as various exhibits in the final document
 - i. **Drawings B** - Scaled drawing(s) of the site showing all physical features, and identification of each building based on use with summaries in line and text form of potential study results
 - i. **Recommendations for CIP Projects** - Develop recommendations for future CIP projects and/or review past CIP requested projects that were not funded to see how valid those would be today based on the results and findings in our report
- b. **Identification** - Identify the most economical alternative ways to expand and operate the Washoe County Sheriff’s facility given the results of the first two tasks
 - i. **Costing A** - Analysis of the existing Washoe County Jail facility in Reno.
 - ii. **Costing B** – Square-foot cost analysis of recommended housing and core facilities improvement and/or expansions. This is not a detailed 50 division breakdown estimate
 - iii. **Costing CIP Projects** - Master plan document will also be used as a guideline in developing future cost associated with Washoe County capital improvement projects
 - iv. **Projections** - This study will also include correctional staff projections and maintenance and other staff projections for any new or remodeled/ refurbished construction that is contemplated

- c. **Prioritization** - Prepare an overall list of needs and associated costs in order of importance – related to potential CIP future projects
- d. **Infrastructure** - This study will review utilities as may be appropriate or required to support our recommendations for expansion
- e. **One (1) trip for a last presentation meeting.**

DELIVERABLES

Deliver a presentation of the Draft Master Plan to the State decision-makers. The presentation will explain Master Plan findings and present proposed recommendations.

Report - In the form of a final draft Master Plan document - bed/need projection study, review report of each of the Washoe County Sheriff's complex operating departments, analysis of current space use, analysis of alternatives, facility condition index review, site utility capability study, site development options, schedule of activities/timeframes, prioritization of CIP projects with probable costs.

FINAL SUBMISSION SCHEDULE

It is anticipated that your team will meet with the Sheriff's Office next week to review this proposal with an anticipated agreed scope by March 17, 2017. Our team will make adjustments to this proposal as may be necessary after your meeting with the Sheriff's team to ensure we can have the final proposal document to you in time for the cut-off for the April 11, County Board meeting.

A draft of the Master Plan elements will be presented for review and approval by the Washoe County team on August 15, 2017. Elements from the Milestone Reports will be compiled into the draft master plan report, including all supportive information and documentation. After this information is reviewed and approved by the Washoe County team, our team will assemble a final report and executive summary that can be used at the Executive and County Board branches to document the needs and define the options for meeting that need. This final report will be delivered to the County on November 1, 2017.

An electronic version and three bound copies of the complete plan will be transmitted to Washoe County upon completion.

PROFESSIONAL FEES

Our fee for the above listed effort is included in the spreadsheet. We have not provided fees related to any process for a LEED Certification for this project. As discussed we have included costs for reimbursable expenses such as printing for presentation documents and travel costs for our consultants. We have estimated ten (10) trips to the facility for meetings and site assessment field work.

Revised March 28, 2017

Megan Sizelove – Washoe County Sheriff's Facility Master Plan - AW #M2017005

We have provided an Allowance for the following specialty consultants as may be needed for this master plan:

Civil

Structural Engineering (Limited in scope)

MPE Engineering

Security Electronics

After you have reviewed this proposal, please let us know how to proceed. Please do not hesitate to contact me with any questions.

Sincerely,

Arrington Watkins Architects, LLC

Peter Sangiorgio
Principal Architect

Attachments: 2 pages – Fee Proposal Spreadsheet
 1 page – Expenses
 7 pages – Fee Proposal – RLB – Cost Estimating

Fee Summary Spreadsheet

REVISED FEE PROPOSAL

CLIENT: Washoe County Sheriff Department **DATE:** 3/28/2017
 WASHOE COUNTY COMMUNITY SERVICES DEPARTMENT
 1001 East Ninth Street Building A 2nd Floor Reno, Nevada 89512
 Attn: Megan Sizelove P.E.

PROJECT: Sheriff's Department Master Plan Update **AWA NO.** M2017-005-01

Item	Hours	Rate	Fee	Totals
Task 1 - Concept Design Workshop (CDW)				
Principal Architect	12	\$ 200.00	\$ 2,400.00	
Project Manager	32	\$ 170.00	\$ 5,440.00	
Project Architect	20	\$ 150.00	\$ 3,000.00	
Spec Writer	0	\$ 150.00	\$ -	
Project Coordinator	0	\$ 125.00	\$ -	
BIM Modeler	0	\$ 100.00	\$ -	
Admin	8	\$ 80.00	\$ 640.00	
Subtotal	72			\$ 11,480.00
Task 2 - Facility Data gathering				
Principal Architect	8	\$ 200.00	\$ 1,600.00	
Project Manager	140	\$ 170.00	\$ 23,800.00	
Project Architect	10	\$ 150.00	\$ 1,500.00	
Spec Writer	0	\$ 150.00	\$ -	
Project Coordinator	0	\$ 125.00	\$ -	
BIM Modeler	140	\$ 100.00	\$ 14,000.00	
Admin	8	\$ 80.00	\$ 640.00	
Subtotal	306			\$ 41,540.00
Task 3 - Analysis and Programming				
Principal Architect	8	\$ 200.00	\$ 1,600.00	
Project Manager	70	\$ 170.00	\$ 11,900.00	
Project Architect	110	\$ 150.00	\$ 16,500.00	
Spec Writer	0	\$ 150.00	\$ -	
Project Coordinator	0	\$ 125.00	\$ -	
BIM Modeler	200	\$ 100.00	\$ 20,000.00	
Admin	32	\$ 80.00	\$ 2,560.00	
Subtotal	412			\$ 52,560.00
Task 4 - Facility Planning				
Principal Architect	0	\$ 200.00	\$ -	
Project Manager	40	\$ 170.00	\$ 6,800.00	
Project Architect	50	\$ 150.00	\$ 7,500.00	
Spec Writer	0	\$ 150.00	\$ -	
Project Coordinator	60	\$ 125.00	\$ 7,500.00	
BIM Modeler	100	\$ 100.00	\$ 10,000.00	
Admin	10	\$ 80.00	\$ 800.00	
Subtotal	260			\$ 32,600.00

Fee Summary Spreadsheet

REVISED FEE PROPOSAL

CLIENT: Washoe County Sheriff Department
 WASHOE COUNTY COMMUNITY SERVICES DEPARTMENT
 1001 East Ninth Street Building A 2nd Floor Reno, Nevada 89512
 Attn: Megan Sizelove P.E.

DATE: 3/28/2017

PROJECT: Sheriff's Department Master Plan Update

AWA NO. M2017-005-01

Item	Hours	Rate	Fee	Totals
Task 5 - Final Deliverables and Report				
Principal Architect	4	\$ 200.00	\$ 800.00	
Project Manager	12	\$ 170.00	\$ 2,040.00	
Project Architect	24	\$ 150.00	\$ 3,600.00	
Spec Writer	0	\$ -	\$ -	
Project Coordinator	54	\$ 125.00	\$ 6,750.00	
BIM Modeler	80	\$ 100.00	\$ 8,000.00	
Admin	14	\$ 80.00	\$ 1,120.00	
Subtotal	184			\$ 22,310.00
	744			

COMPLETE SERVICES (Tasks 1 thru 5) TOTAL

Arrington Watkins Architects:	\$ 160,490.00
Cost Estimator (see attached)	\$ 22,580.00
Miscellaneous Consultants :	\$ 35,000.00
Civil Engineering :	\$ -
MPE Engineering :	\$ -
Security Electronics :	\$ -
PROFFESIONAL FEES:	\$ 218,070.00
ESTIMATED REIMBURSABLE EXPENSES:	\$12,300.00
TOTAL THIS PROPOSAL:	\$ 230,370.00

See the below for detail of hourly rates

Arrington Watkins Hourly Rates

Principal Architect	\$ 200.00
Project Director	\$ 180.00
Project Manager	\$ 170.00
Architect/Spec Writer	\$ 150.00
Project Coordinator	\$ 125.00
BIM Modeler	\$ 100.00
Admin	\$ 80.00

A: Fee Proposal Estimated Expenses

Sheriff's Department Master Plan Update

M2017-005-01

REIMBURSABLES	SETS	UNITS	UNITS/SET	UNITS	COST/UNIT	COST
Design Plots	10	Sets	40	Sheets	\$ 6.00	\$2,400.00
Design Prints	10	Sets	40	Sheets	\$ 1.50	\$600.00
Master Plan Booklets	10	Books	300	Sheets	\$ 0.12	\$360.00
Schedule Plots	0	Plots	20	Sheet	\$ 6.00	\$0.00
Program sets	0	Sets	0	Sheets	\$ 0.10	\$0.00
Meeting Minutes	0	=R[34]C[1]	6	Sets	\$ 0.12	\$0.00
Progress Plots	0	Sets	40	Sheets	\$ 6.00	\$0.00
Progress Prints	0	Sets	0	Sheets	\$ 1.50	\$0.00
Shipping/Postage	0	Mailings	1	Each	\$ 35.00	\$0.00
Long distance	0	Calls	0	Each	\$ 3.00	\$0.00
Mileage	10	Round Trips	0	Miles	\$ 0.55	\$0.00
Lodging	10	=R[25]C[1]	2	People	\$ 125.00	\$2,500.00
Meals	36	Each	2	People	\$ 20.00	\$1,440.00
Air Travel	10	Trips	1	Each	\$ 500.00	\$5,000.00
Aerial Photography	1	Each	0	Each	\$ 2,500.00	\$0.00
GPS Rental	1	Each	0	Each	\$ 1,500.00	\$0.00
Photo Lab	1	Each	0	Each	\$ 1,200.00	\$0.00
Hydrogeologic Study	1	Each	0	Each	\$ 5,000.00	\$0.00
Laboratory Analysis	1	Each	0	Each	\$ 650.00	\$0.00
	1	Each	1	Each	\$ -	\$0.00
TOTALS						\$12,300.00

Exhibit C

PUBLIC WORKS CONSTRUCTION/INDEMNIFICATION AND INSURANCE SPECIFICATIONS WASHOE COUNTY SHERIFF'S FACILITY MASTER PLAN FOR 911 PARR BLVD PROFESSIONAL DESIGN SERVICES

INTRODUCTION

COUNTY has established specific indemnification, insurance, and safety requirements for public works construction contracts to help assure that reasonable insurance coverage is purchased and safe working conditions are maintained. Indemnification and hold harmless clauses are intended to assure that CONTRACTOR accepts and is able to pay for the loss or liability related to its activities.

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE COUNTY'S RISK MANAGEMENT DEPARTMENT AT (775) 328-2665. IF ANY APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

INDEMNIFICATION AGREEMENT

CONTRACTOR agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to CONTRACTOR'S property or injury to CONTRACTOR'S employee, caused by any action, either direct or passive, the omission, failure to act, or negligence on the part of CONTRACTOR, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by CONTRACTOR, or by others under the direction or supervision of CONTRACTOR.

CONTRACTOR must either defend COUNTY or, upon determination that the work performed by CONTRACTOR was negligent in any manner or that CONTRACTOR failed to perform any duty set forth in this Agreement, pay COUNTY'S costs related to the investigation and defense of any claim, demand, action, or cause of action.

If COUNTY'S personnel are involved in defending such actions, CONTRACTOR shall reimburse COUNTY for the time spent by such personnel at the actual cost incurred by COUNTY for such services.

In determining the nature of the claim against COUNTY, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against COUNTY.

GENERAL REQUIREMENTS

CONTRACTOR shall purchase Industrial Insurance, General Liability and Automobile Liability Insurance as described below. The cost of such insurance shall be included in the CONTRACTOR'S bid.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Subcontractor by COUNTY. CONTRACTOR agrees, as a precondition to the performance of any work under this

Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with certificates of an insurer showing coverage pursuant to NRS 617.210 for CONTRACTOR and all subcontractors.

If CONTRACTOR or Subcontractor is unlicensed and is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B.627(2).

It is further understood and agreed by and between COUNTY and CONTRACTOR that CONTRACTOR shall procure, pay for, and maintain the above mentioned industrial insurance coverage at CONTRACTOR'S sole cost and expense.

Should CONTRACTOR be self-funded for Industrial Insurance, CONTRACTOR shall so notify COUNTY in writing prior to the signing of this Agreement. COUNTY reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Agreement.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage covering "Any Auto". No aggregate limits may apply.
3. Professional Errors and Omissions as required by Risk Manager, \$1,000,000.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division. COUNTY reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy, must be approved by the COUNTY Risk Manager prior to the change taking effect.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
 - a. COUNTY, its officers, agents, employees, and volunteers are to be included as insureds as respects damages and defense arising from: activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied, or used by CONTRACTOR; or automobiles owned, leased, hired, or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds nor shall the rights of the additional insureds be affected by the insured's duties after an accident or loss.

- b. CONTRACTOR'S insurance coverage shall be primary insurance as respects COUNTY, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees, or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, agents, employees, or volunteers.
- d. CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or non-renewed by either CONTRACTOR or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning CONTRACTOR and insurance carrier. COUNTY reserves the right to require that CONTRACTOR'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

CONTRACTOR shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by COUNTY before work commences. COUNTY reserves the right to require complete certified copies of all required insurance policies at any time.

SUBCONTRACTORS

CONTRACTOR shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. CONTRACTOR shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONTRACTOR, any Subcontractor, or anyone employed, directed, or supervised by CONTRACTOR.
2. Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractors under it.

3. In addition to any other remedies COUNTY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
 - a. Order CONTRACTOR to stop work under this Agreement and/or withhold any payments which become due CONTRACTOR here under until CONTRACTOR demonstrates compliance with the requirements hereof; or,
 - b. Terminate the Agreement.

SAFETY PROGRAM

CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

CONTRACTOR shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to:

1. All employees on the work site and all other persons who may be affected thereby.
2. All the work, materials, and equipment to be incorporated therein, whether in storage on or off the site.
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and others of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by existing conditions and progress on the work, all necessary safeguards for safety and protection, including posting danger signs, other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities. CONTRACTOR shall comply with OSHA'S Hazard Communication Standards.

CONTRACTOR shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to the Owner and the Engineer.